

IN THE CIRCUIT COURT OF THE 2ND
JUDICIAL CIRCUIT, IN AND FOR,
LEON COUNTY, FLORIDA.

LEON COUNTY, a political
subdivision of the State of Florida,

Plaintiff,

CASE NO.: 02 CA 545

vs.

EDWIN E. CASH, SR., MARTHA D.
CASH, and UNKNOWN PARTIES IN
POSSESSION,

Defendants.

_____ /

**SETTLEMENT AGREEMENT
AND AGREEMENT TO TRANSFER REAL PROPERTY**

This Settlement Agreement and Agreement to Transfer Real Property (hereinafter the "Settlement Agreement") is entered into this _____ day of _____, 2006, by and between LEON COUNTY, a political subdivision of the State of Florida, (hereinafter "LEON COUNTY") EDWIN E. CASH, SR., and MARTHA D. CASH, his wife (hereinafter the "CASHES").

RECITALS

A. On May 17, 2006, the Circuit Court in and for Leon County, Florida in Case No.: 02 CA 545 entered a Final Judgment of Foreclosure in favor of LEON COUNTY against the CASHES for \$112,836.21 inclusive of principal, interest and attorneys fees and granted the foreclosure of LEON COUNTY'S judgment lien for the total sum against the following described property in Leon County, Florida:

Lot 13 of Parkway Heights, according to the map of plat in Plat Book 3 on Page 246, of the Public Records in the Office of the Clerk of the Circuit Court of Leon County, Florida. This being the same property conveyed from Leon Savings and Loan Association to Silas M. Rooks, Jr., and Nadine R. Rooks, his wife, on August 22, 1968, and recorded in Official Record Book 327, page 596, Public Records, Leon County, Florida, and by reference made a part hereof.

B. The subject real property described hereinabove is scheduled to be sold at public sale on July 3, 2006, at 11:00 a.m. to the highest bidder at the first floor Rotunda of the Court house in Leon County, Tallahassee, Florida in accordance with Florida Statutes § 43.031, as amended.

C. The parties desire to enter into this Settlement Agreement in order for the CASHES to

transfer by warranty deed the above-described real property and structures thereon to LEON COUNTY in full settlement and satisfaction of the Final Judgment of Foreclosure entered on May 17, 2006, upon the terms and conditions set forth below.

AGREEMENT OF THE PARTIES

The parties agree as follows:

1. TRANSFER OF REAL PROPERTY

a) In consideration of the Satisfaction of Judgment and voluntary dismissal with prejudice of any appellate proceedings (if any have been initiated by Notice of Appeal or otherwise) set forth in Section 2 hereof, the CASHES shall transfer by warranty deed the real property described in Recital A above, to LEON COUNTY and such property shall be free of any encumbrances, liens, unpaid property taxes [excluding the current year's property taxes], mortgages, agreement for deed, contract for deed or any other instrument of conveyance. The warranty deed to be used to transfer the property described in Recital A above, shall be acceptable to LEON COUNTY and prior to execution the proposed warranty deed shall be presented to LEON COUNTY for approval. If the warranty deed is unacceptable, LEON COUNTY shall make such revisions as it desires to create an acceptable warranty deed. The CASHES shall execute the acceptable (form of) warranty deed within ten (10) days of the later date of, to wit: the execution date or the effective date (as set forth in Section 9) of this Settlement Agreement.

b) If the CASHES have initiated any appellate proceedings for review of the Final Judgment of Foreclosure described in Recital A above, the CASHES shall file a Voluntary Dismissal with Prejudice with the clerk of the appellate court within five (5) days of the later date of, to wit: the execution date or the effective date (as set forth in Section 9) of this Settlement Agreement.

2. SATISFACTION OF JUDGMENT

In consideration of the transfer of real property and voluntary dismissal with prejudice of any appellate proceedings (if any have been initiated by Notice of Appeal or otherwise) set forth in Section 1 hereof, LEON COUNTY shall execute a Satisfaction of Judgment for the Final Judgment of Foreclosure entered on May 17, 2006, whereby, LEON COUNTY shall forego its right to any further collection activity under the Final Judgment of Foreclosure described in Recital A above. LEON COUNTY shall not undertake any action or collection activity to collect payment or foreclose on any other real property or to take personal property owned by the CASHES under the Final Judgment of Foreclosure described in Recital A above in consideration of the transfer of the subject real property and the dismissal of any appellate proceedings.

3. REPRESENTATION OF COMPREHENSION OF DOCUMENT

In entering into this Settlement Agreement, the CASHES represents that they have relied upon the advice of their attorney, who is the attorney of their own choice, concerning their legal rights; that the terms of this Settlement Agreement have been completely read and explained to the CASHES by their attorney; and that the terms of the Settlement Agreement are fully understood and

voluntarily accepted by the CASHES.

4. WARRANTY OF OWNERSHIP OF REAL PROPERTY

The CASHES represents and warrants that they are the joint owners of the real property described in Recital A above, and that no other person or entity have any ownership interest in such property and that they have not sold, assigned, transferred, conveyed or otherwise disposed of the real property and structures thereon.

5. GOVERNING LAW

This Settlement Agreement shall be construed and interpreted in accordance with the laws of the State of Florida. The parties further agree that venue shall lie in Leon County.

6. ADDITIONAL DOCUMENTS

The parties agree to cooperate fully and execute any and all supplementary documents and to take all additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Settlement Agreement.

7. ENTIRE AGREEMENT AND SUCCESSORS IN INTEREST

This Settlement Agreement contains the entire agreement between LEON COUNTY and the CASHES with regards to matters set forth in it and shall be binding upon and inure to the benefit of the executors, administrators, board of county commissioners, personal representatives, heirs, successors and assigns of each.

8. SEVERANCE

In the event any provision of this Settlement Agreement shall be adjudged, decreed, held or ruled to be invalid, such provision shall be severed from this Settlement Agreement and it shall not invalidate or impair the agreement as a whole or any other provision of this Settlement Agreement.

9. EFFECTIVENESS

This Settlement Agreement shall become effective only upon approval by the Leon County Board of County Commissioners.

IN WITNESS WHEREOF, the parties have hereunto set their hand, this _____ day of _____, 2006.

Signed, sealed and delivered in the presence of:

Witness Signature

EDWIN E. CASH, Sr.

Printed Name

Witness Signature

MARTHA D. CASH

Printed Name

LEON COUNTY

Witness Signature

(Print Title or Position)

STATE OF _____ }

COUNTY OF _____ }

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, EDWIN E. CASH, Sr., and MARTHA D. CASH, _____ to me known to be the person described in and who executed the foregoing instrument or _____ he produced the following form of identification _____ and he acknowledged before me that he executed same. No oath was taken.

WITNESS my hand and official seal in the County and State last aforesaid this _____
day of _____, 2006.

(SEAL)

NOTARY PUBLIC

Notary Name:

My Commission Expires:

STATE OF FLORIDA }

COUNTY OF LEON }

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared, _____, as _____ of LEON COUNTY _____ to me known to be the person described in and who executed the foregoing instrument or _____ he produced the following form of identification _____ and he acknowledged before me that he executed same. No oath was taken.

WITNESS my hand and official seal in the County and State last aforesaid this _____
day of _____, 2006.

(SEAL)

NOTARY PUBLIC

Notary Name:

My Commission Expires:

(Litigate-LC/Cash2/Settlement-Agreement-ATRP.01)